

STATE OF SOUTH DAKOTA  
DEPARTMENT OF LABOR AND REGULATION

123 WEST MISSOURI AVE.  
PIERRE, SOUTH DAKOTA 57501

**BRING YOUR 'A' GAME TO WORK: CLASSROOM SOFT SKILLS CURRICULUM**  
**PROPOSALS ARE DUE NO LATER THAN DECEMBER 16, 2016; 5:00PM CST**

RFP #: 826

BUYER: DLR

EMAIL: Julie.Ruggiero@state.sd.us

**READ CAREFULLY**

FIRM NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TYPE OR PRINT NAME: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ZIP (9 DIGIT): \_\_\_\_\_ FAX NO: \_\_\_\_\_

FEDERAL TAX ID#: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

---

**PRIMARY CONTACT INFORMATION**

CONTACT NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

---

## **1.0 GENERAL INFORMATION**

### **1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

South Dakota Department of Labor and Regulation (DLR) would like to acquire providers who would like to conduct and house the Bring Your 'A' Game to Work: Classroom Soft Skills Curriculum training. The training provides advantages not only to participants, but to the facilitators and employers.

#### **Participant Benefits**

Provides a transferable certificate for use with multiple employers  
Opportunity to apply in-person learning to real-world scenarios  
Gives participants purpose for completing training

#### **Facilitator Benefits**

Provides evidence of learning and master of work ethic concepts  
Enables tracking of training outcomes and participant progress  
Offers flexibility for off-site participants and reinforces learning after in-person training

#### **Employer Benefits**

Prepares employees to be "work ready" on their first day  
Improves candidate quality and decreases employee turnover  
Fosters leadership and sets an example for coworkers who haven't been certified

DLR is looking to establish lasting change by developing the foundational behaviors of employees and the core values that support them. There are seven soft skill behaviors that, through research, have been determined to be the most important. Bring your 'A' Game to work covers all of these and include: Attendance, Appearance, Attitude, Ambition, Accountability, Acceptance, and Appreciation.

The curriculum is designed for participants to discover these skills through activities and group participation. The classroom curriculum has two different options for length of facilitation; two 4 hour sessions or one 8 hour session including versions for youth, adults, and veterans. The cost of the participant is based off of a total of 8 hours for the workshop.

The selected providers will be required to have the instructor attend a training provided by the state. Any costs associated with the training will also be provided by the state.

### **1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER**

The Department of Labor and Regulation for the State of South Dakota is the issuing office for this document. The reference number for the transaction is RFP #826. This number shall be referred to on all proposals, correspondence, and documentation relating to the RFP.

### **1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

RFP Publication

Proposal Submission

Anticipated Award Decision/Contract Negotiation

December 16, 2016; 5:00PM CST

December 23, 2016

### **1.4 SUBMITTING YOUR PROPOSAL**

All proposals shall be completed and received in the Department of Labor and Regulation by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

If the proposal will be submitted by mail, an original and 4 identical copies of the proposal shall be submitted. If the proposal will be submitted via email, only the original copy may be submitted.

All proposals shall be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope shall be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" shall be prominently denoted on the outside of the shipping container. **Proposals shall be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL: #826**

**PROPOSAL DUE: December 9, 2016**

**SOUTH DAKOTA DEPARTMENT OF LABOR AND REGULATION**

**C/O Julie Ruggiero, Labor Program Specialist**

**123 West Missouri Ave. Pierre, South Dakota 57501**

All capital letters and no punctuation are used in the address. The Department of Labor and Regulation address as displayed should be the only information in the address field.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

**1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

**1.6 NON-DISCRIMINATION STATEMENT**

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

**1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

**1.8 OFFEROR INQUIRIES**

Offerors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of

Activities. Email inquiries shall be sent to Julie Ruggiero at [julie.ruggiero@state.sd.us](mailto:julie.ruggiero@state.sd.us) with the subject line "RFP #826". Inquires may also be faxed to 605.773.6184. If inquiries are submitted by mail the envelope should be addressed to:

SOUTH DAKOTA DEPARTMENT OF LABOR AND REGULATION  
C/O Julie Ruggiero, Labor Program Specialist  
123 West Missouri Ave. Pierre, South Dakota 57501

Be sure to reference the RFP number in your letter.

The South Dakota Department of Labor and Regulation prefers to respond to offeror's inquiries (if required) via e-mail. If an offeror does not indicate an email address, the State's response will be sent via fax. If no fax number is provided, the State will mail the response to the offeror. Offerors will be informed of any inquiries and the State's response. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP

## **1.9 PROPRIETARY INFORMATION**

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors shall clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary shall contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

## **1.10 LENGTH OF CONTRACT**

January 2, 2017 to January 2, 2018.

## **1.11 GOVERNING LAW**

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

## **1.12 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

## **2.0 STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1 The Contractor will perform those services described in the Work Plan, which will be attached to the contract as Exhibit A and incorporated by reference. The Contractor's response to this RFP shall be considered part of the Work Plan.
- 2.2 The Contractor's services under this Agreement shall commence on \_\_\_\_\_ and end on \_\_\_\_\_, unless sooner terminated pursuant to the terms hereof. .
- 2.3 The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.4 The Department of Labor will provide Curriculum Guides, Participant Workbooks, and Textbooks to providers.
- 2.5 The agreement shall indicate whether or not the State shall have the option to renew the agreement. If a renewal option is specified, the State shall have the option to renew the agreement (unless otherwise modified by a special contract term, condition, or specification), under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.
- 2.6 The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents and employees.
- 2.7 The Contractor, at all times during the term of the Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under the Agreement, the Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The Contractor shall furnish copies of insurance policies if requested by the State.

- 2.8 While performing services under agreement with the State, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.9 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury, or death, to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.
- Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirement of any applicable law.
- 2.10 This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.11 The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.12 The Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part thereof, and be signed by an authorized representative of each of the parties thereto.
- 2.13 The Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting the Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.14 The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.15 In the event that any court of competent jurisdiction shall hold any provision of the Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.
- 2.16 All other prior discussions, communications and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically provided therein, the Agreement constitutes the entire agreement with respect to the subject matter thereof.

- 2.17 Any notice or other communication required under the Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to \_\_\_\_\_ on behalf of the State, and by \_\_\_\_\_, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18 The Contractor may not use subcontractors to perform the services described in the Agreement without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of the Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with the Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

### **3.0 SCOPE OF WORK**

Trainers are required to go through a train-the-trainer workshop (or webinar), use the curriculum guides, and participant workbooks. Any costs associated with the train-the-trainer workshop, as well as curriculum guides, participant workbooks, and textbooks will be provided by the state.

#### **Sample Curriculum & Additional Informational Resources:**

[Sample Curriculum Guide](#)

[Sample Workbook](#)

[Informational Brochure](#)

#### **Curriculum Guides**

The foundation of the training program, the Curriculum Guide is required for trainers to facilitate the Bring Your 'A' Game to Work training program. The guide includes an explanation of the training methodology, overview of how to effectively teach work ethic, and 60 activities to develop the foundational work ethic behaviors. The youth, adult, and veteran versions are customized with unique approaches, language, and activities to target those specific populations.

#### **Participant Workbooks**

A new participant workbook is necessary for each student in the Bring Your 'A' Game to Work program. Participants use the workbook to complete activities, review content, and reflect on their experiences throughout the training. Ensure that participants have their own workbook prior to starting your first class session.

#### **Textbooks**

To reinforce classroom learning and appeal to your visual learners, we recommend having a copy of the original Bring Your 'A' Game to Work textbook for every participant. Each in-class activity has a suggested textbook reading to complete prior to start of the session so that participants can begin with a basic understanding of the concepts for that session. While these textbooks can be kept by the participants at the end of the course, they could also be reused by additional participants.

#### **Work Ethic Certification**

The final piece of the program is for participants to earn their Certificate of Work Ethic Proficiency. The assessment requires a 90 percent score in order to pass, and then provides a portable credential participants can use to prove their understanding and mastery of the seven behaviors of work ethic. The exam is available in both online and traditional paper formats.

The classroom curriculum has two different options for length of facilitation; two 4 hour sessions or one 8 hour session including versions for youth, adults, and veterans. The cost of the participant is based off of a total of 8 hours for the workshop.

#### **4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) shall direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 The offeror may be required submit a copy of their most recent audited financial statements upon the State's request.
- 4.4 Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.
  - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
  - b. Dates of the service/contract; and
  - c. A brief, written description of the specific prior services performed and requirements thereof.

#### **5.0 PROPOSAL RESPONSE FORMAT**

- 5.1 If the proposal will be submitted by mail, an original and 4 identical copies of the proposal shall be submitted. If the proposal will be submitted via email, only the original copy may be submitted.
  - 5.1.1 In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Proposals may be sent via email.
  - 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 All proposals shall be organized and tabbed with labels for the following headings:
  - 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.



- 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It shall indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and shall contain at least the following information:
- 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
- 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
- 5.2.3.3 A clear description of any options or alternatives proposed.
- 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services shall be included in each cost proposal offered.

**See section 7.0 for more information related to the cost proposal.**

## **6.0 PROPOSAL EVALUATION AND AWARD PROCESS**

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 6.1.4 Availability to the project locale;
- 6.1.5 Familiarity with the project locale;
- 6.1.6 Proposed project management techniques; and
- 6.1.7 Ability and proven history in handling special project constraints.
- 6.1.8 Cost Proposal

- 6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
  - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

## **7.0 COST PROPOSAL**

Please fill out the following information to provide explanation of cost allocation:

Total cost per participate:

Length of classroom curriculum facilitation: \_\_\_\_\_

(The classroom curriculum has two different options for length of facilitation; two 4 hour sessions or one 8 hour session including versions for youth, adults, and veterans).